

Certified Mail No.: 0000 0000 0000 0000 0000
John-Adam: Smith

c/o Postmaster
General Delivery
Sebring, Florida Republic
(non-domestic) near [33870]

FOR AND ON THE RECORD

AFFIDAVIT OF DEFAULT

To: Mark W. Everson d/b/a MARK W. EVERSON, COMMISSIONER
c/o US Internal Revenue Service
1111 Constitution Ave., NW
Washington, DC 20224
18, A.D. 2005

July

Third and final notice

I hereby and herein declare that I am competent and of age for testifying. I have personal knowledge of the facts stated herein. The facts stated herein are stated under penalty of perjury by the Laws of God, my Creator. I have verified the facts stated herein as being true, correct, complete, certain and not misleading by signing and sealing my affidavit.

It has now been in excess of 10 days since you were duly noticed with my "AFFIDAVIT OF NOTICE OF DEFAULT" with opportunity to cure after your receipt of my OFFICIAL NOTICE, and to date, I have not received your reply. You are now in default, and said "OFFICIAL NOTICE" and "AFFIDAVIT OF NOTICE OF DEFAULT" stands as truth in commerce.

On the thirteenth of June, A.D. 2005, I, me, my, myself John, the family of Smith, executed my document offer of contract entitled: "OFFICIAL NOTICE" offer of contract directed to Susan Benton d/b/a SUSAN BENTON, SHERIFF for the County of Highlands noticing you of who I am, my standing, venue, jurisdiction and the Old Crossing Treaty of 1863 between the Pembina Nation Little Shell Band of North America and the United States Government signed by President Abraham Lincoln and the Secretary of State which governs my standing and is superior to any Constitution, laws, rules or regulations of the United States or the State of Florida and for you to recognize the same, and the consequences thereof.

On the first of July, A.D. 2005, I, me, my, myself John, the family of Smith, executed my document entitled: "AFFIDAVIT OF NOTICE OF DEFAULT" directed to Susan Benton d/b/a SUSAN BENTON, SHERIFF for the County of Highlands noticing you of your default of my "OFFICIAL NOTICE" which could only be cured by an immediate reply.

As of July 19th, 2005, I have received no reply to my "OFFICIAL NOTICE" by Susan Benton, delivered June 17th, A.D. 2005 via Certified Mail No.: 0000 0000 0000 0000 0000 to Susan Benton.

As of July 19th, 2005, I have received no reply to my "AFFIDAVIT OF NOTICE OF DEFAULT" by Susan Benton delivered July 5th, A.D. 2005 via Certified Mail No.: 0000 0000 0000 0000 to Susan Benton.

Due to your failure to respond to my second notice and cure your "dishonor" default to my offer of contract within three business days of receipt, now for and on the record has established that you are in default, and I have a lawfully binding contract, **wherby you have agreed** through your silence that you will be personally liable if anything happens to me regarding this matter and I am subjected to Discrimination or Unfair Treatment.

Do to your failure to respond, you also agreed that absent any violation of said treaties, after you have been noticed to inform everyone under your authority, if any Elected, Appointed, Employed and/or Assigned officials/employees of the 50 States its Municipalities, Counties or any Elected, Appointed, Employed and/or Assigned officials/ employees of the agencies, bureaus, or entities of the Corporate United States or any foreign or domestic entities on their behalf confronts me on this in the 50 states or in any of the territories and possessions of the United States, you as Commissioner of the U.S. Internal Revenue Service, Department of Treasury, are going to answer them for their lack of standing, venue, jurisdiction and authority, and take care of this matter when called upon.

Further, due to your failure to produce the original of a lawful offer of contract, with acceptance and consideration with our wet signatures thereon, with full disclosure as to the nature of the contract obligating me to anything within your jurisdiction to have joinder, has now established for the record your acceptance and recognition, and you agree (1) that I as a registered member of the Pembina Nation Little Shell Band standing under the Old Crossing Treaty of 1863 am exempt from taxation including income taxes enforced by the federal and Provincial Governments established here in our county; (2) that I have no contract obligation outstanding with you, or any agency, bureau, or any foreign entity of the Corporate United States or United States of America, with our wet signatures thereon with full disclosure as to the nature of the contract obligating me a living soul, on the land, without the United States to anything; (3) that no one within your agency, bureau, or any foreign entity of the Corporate United States or the United States of America have been granted power of attorney over me; (4) that no one within your agency, bureau, or any foreign entity of the Corporate United States or the United States of America been granted permission by me to make any legal determinations on my behalf in any of my affairs; (5) that no one within your agency, bureau, or any foreign entity of the Corporate United States or the United States of America has a claim against me, a living soul, on the land without the United States a registered tribal member of the Pembina Nation Little Shell Band of North America.

Your failure to respond also has now established for and on the record your unconditional acceptance and agreement of your promise to uphold and secure all my God given unalienable rights and protect the private Tribal land I camp on, conveyed by Quit Claim Deed to the Pembina Nation Little Shell Band of North America recorded by the Clerk of Courts Highlands County, Florida in the official records at Book 1861 Page 1392 against any encroachment and unlawful trespass by any agents of the Corporate United States, the United States of America or any agents of any foreign or domestic entities on its behalf.

Any breach of this contract resulting in violations of my unalienable rights as a registered native American tribal member of the Pembina Nation Little Shell Band or encroachment and trespass on tribal property will be considered a willful and intentional act by you after you have been noticed, and you will be held accountable under your full commercial liability and for any violation(s) of the Delaware Treaty of 1778 between the Delawares and the United States a newly established tribe/Nation, and the Old Crossing Treaty of 1863. Conduct yourself accordingly and please advise your subordinates of same. Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent.

The foregoing "AFFIDAVIT OF DEFAULT" is an instrument in commerce, and is made explicitly under reserve and without recourse.

Respectfully,

John-Adam: family of **Smith**, a Living-Soul. I am not a corporation. I am a declared Private-American-Sovereign without the UNITED STATES with first claim on the land, an Indian Tribal Member of the Sovereign Pembina Nation Little Shell Band of North America standing under the Treaty of 1778 and 1863.

Affirmed, By: _____

Seal